



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER:** Chris Wallace, 797-1050

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE UTILITY MONITORING AGREEMENT WITH AMERICAN UTILITY BILL AUDITORS, INC.

**REPORT IN BRIEF:** Authorizes the Town to engage a utility bill auditor to review the Town's recent utility bills to determine if any refunds or credits are owed to the Town and/or to make recommendations as to how the Town can lower future utility bills. The utility bill audit company works on a contingent fee basis and receives 50% of any refunds or credits received by the Town and 50% of any realized future savings for a 24 month period. If there are no refunds, credits, or realized future savings then there is no fee for the work done by the utility bill audit company. The firm being recommended has specialized knowledge of utility rates, tariffs, meters, and billing practices and has done similar work for numerous other governmental and non profit clients including Nova Southeastern University and Palm Beach County. The vendor has been chosen because of their extensive experience with other units of local governments and similar entities in the area. The fee is typical for this type of service.

**PREVIOUS ACTIONS:** not applicable

**CONCURRENCES:** not applicable

**FISCAL IMPACT:**

Has request been budgeted? Not applicable.

Additional Comments: Contract is on a contingent fee basis so no payment will be made unless the Town receives a refund or credit or realizes a future cost savings from utility company(s).

**RECOMMENDATION(S):** Motion to approve the resolution.

**Attachment(s):**

Resolution

Agreement

Item No.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE UTILITY MONITORING AGREEMENT WITH AMERICAN UTILITY BILL AUDITORS, INC.

WHEREAS, the Town desires to have its utility bills reviewed to determine if the Town is being charged appropriately and to determine if there are any past overcharges owing to the Town and if there are any recommendations that may reduce future utility costs; and

WHEREAS, American Utility Bill Auditors, Inc. has successfully performed such services for other governmental and non profit entities; and

WHEREAS, American Utility Bill Auditors, Inc. will perform these services for telephone, electric, water and sewer, gas, and trash removal services on a contingent fee basis.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the utility monitoring agreement attached hereto as Exhibit "A" and authorizes any resulting expenditures to be charged to appropriate accounts.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999.

AMERICAN UTILITY BILL AUDITORS, INC.  
7040 W. Palmetto Pk. Rd., Suite 2412  
Boca Raton, Florida 33433-3483  
(561) 852-1872 (Phone) / (561) 477-3100 (Fax)  
E-Mail: auba@adelphia.net

UTILITY MONITORING AGREEMENT

CLIENT: Town of Davie

CONTACT: Chris Wallace

ADDRESS: 6591 Orange Drive  
Davie, FL 33314

TELEPHONE: (954)797-1050

I. The undersigned, hereinafter called CLIENT, have entered an agreement in writing this date with AMERICAN UTILITY BILL AUDITORS, INC., a Florida corporation, hereinafter called AUBA, to serve as utility consultant for the undersigned, concerning the following UTILITY bills:

1. Telephone      2. Electric      3. Water & Sewer      4. Gas      5. Trash Removal

II. AUDIT PROCESS

AUBA agrees to examine CLIENT's utility accounts, for determining monthly utility service OVERCHARGES that may now exist, or have existed on previous billings. AUBA will prepare documentation deemed necessary to negotiate with the proper UTILITY COMPANY(S) and TELEPHONE COMMUNICATION COMPANY(S) to have OVERCHARGES removed to obtain REFUNDS and/or CREDITS for PAST OVERCHARGES. In addition, after we submit our reviewed information to CLIENT in our report format, this information can be used to assist AUBA or CLIENT in reducing future billing based on competitive rates.

III. RECOVERED CHARGES

CLIENT agrees to pay AUBA 50 percent of ALL RECOVERED OVERCHARGES in the form of REFUND(S) or CREDIT(S). Payment shall be due and payable within 10 days of receipt of refund credit or check. **Where there is NO refund or credit and there is NO reduction in the monthly charges for utility services due to AUBA's efforts, there is NO FEE!**

IV. FUTURE BILLING REDUCTION

In the event AUBA is successful in obtaining a REDUCTION in CLIENT'S BILLINGS, whether by correction of billing error(s), rate and tariff changes, meter changes, or any combination thereof, that shall manifest in FUTURE SAVINGS, CLIENT agrees to pay AUBA 50 percent of the ACCUMULATIVE SAVINGS FOR A TWENTY-FOUR (24) month period beginning the date the savings FIRST appears on CLIENT bill. CLIENT may prepay the entire estimated savings at once or may pay quarterly during the contract term after the actual savings are realized.

The CLIENT is under NO obligation to carry out any recommendations. In the event the recommended changes are carried out by the CLIENT, or AUBA with the CLIENT'S prior approval, AUBA is entitled to compensation, at the rate of 50 percent of the monthly reduction(s) over the same period as above, beginning with the first month the reduction becomes effective and realized. If CLIENT declines to carry out proposed cost savings recommendations by AUBA, then CLIENT must do so in writing. If, within 2 years of the date of the written notice presented to AUBA, the CLIENT performs the recommended changes or a portion thereof, then the CLIENT is subject to the AUBA compensation arrangement described above.

## V. PROCESSING FEE (IF ANY)

In conjunction with this agreement, AUBA may require a ONE TIME PROCESSING FEE of (\$ -0-) in certain cases of complex reviews. - NOT APPLICABLE

## VI. TERM

This agreement shall remain in effect through the completion of the following:

- (A) CLIENT agrees to respond with initial issue and follow-up issues, if any, to AUBA within (20) working days from date of audit reports.
- (B) All documented and presented audit issues to CLIENT provided by AUBA have been resolved.
- (C) Recovery of funds or credits from the utilities have been received by the CLIENT and settled with AUBA in accordance to the above agreement.
- (D) AUBA has notified CLIENT in writing that NO recoveries or credits will be made or forth coming.
- (E) Access to CLIENT'S utility records for at least 2 years after the completion of the above, for review of post audit tariff activity & potential savings.
- (F) During the term of this agreement, should any in-house review or any other business or entity conduct a similar analysis or audit, we are still entitled to the same percentage of refunds and savings as stated above from such an analysis.\*\*

\*\*Items, if any, not to be included as part of the audit

\_\_\_\_\_ [Please initial if no items are to be excluded from the audit.]

- (G) CLIENT acknowledges by initialing the above section VI (F), NO negotiations are currently underway between CLIENT and any of its utility suppliers.

VII. CLIENT shall give its full cooperation to AUBA in completing any forms and providing information, and copies of appropriate documented backup, in a timely manner.

VIII. This agreement shall be governed by and construed by the laws of the State of Florida, with exclusive venue being Broward County, Florida. In the event of any litigation, the prevailing party will be entitled to recoupment of reasonable attorneys' fees from the non-prevailing party.

Agreed to and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 1999

AMERICAN UTILITY BILL AUDITORS, INC.: CLIENT:

AUBA: President \_\_\_\_\_ BY: CLIENT \_\_\_\_\_

The above represents the ENTIRE agreement and understanding between the parties and NO prior representation oral or written are incorporated in this agreement.

**American Utility Bill Auditors, Inc.  
7040 W. Palmetto Park Rd., Suite 2412  
Boca Raton, FL 33433-3483  
Office 561-852-1872  
Fax 561-477-3100**

**AUTHORIZATION FORM**

TO: \_\_\_\_\_ PLEASE LEAVE BLANK -  
(NAME OF UTILITY COMPANY) ATTACH BUSINESS CARD

**AMERICAN UTILITY BILL AUDITORS** is hereby engaged and authorized to obtain from you all account information to file refund applications, to inquire regarding status, and to receive any information relating to adequately auditing our account, and to process refunds to which the undersigned may be legally entitled.

AMERICAN UTILITY BILL AUDITORS:

\_\_\_\_\_  
Authorized Agent

CLIENT: PLEASE COMPLETE BELOW INFORMATION:

Organization: **Town of Davie**

Address: **6591 Orange Drive  
Davie, FL 33314**

Authorized Representative of Organization:

Signature of Officer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title & Date

December 15, 1999

American Utility Bill Auditors, Inc.  
7040 W. Palmetto Park Rd., Suite 2412  
Boca Raton, Florida 33433-3483

Attention: Mr. Len Garvin, President, Certified Utility Auditor

This confirms our appointment of your firm as our utility consultant to act in our behalf in all matters concerning our utilities facilities with such companies:

Telecommunications: Local BellSouth  
Long Distance State of Florida; AT&T  
Other(Equipment & Service Contracts) n/a  
Utilities: Electricity Florida Power & Light  
Water & Sewer City of Sunrise  
Gas n/a

Federal Identification Number: 59-6046527

You are granted the privilege of access to information regarding our utility billing. You are authorized to request equipment and pricing information on central office lines, long distance lines (WATS, FX, TIE lines, TI etc.) equipment, call information and such. All contacts are to be with you, this does not preclude our intervention.

We authorize BellSouth and its affiliated BellSouth companies to have access to and to use information about our local telephone service arrangements and to access all our Customer Proprietary Network Information (CPNI). At the conclusion of the audit BellSouth will be notified in writing to reinstate CPNI.

We understand that when our customer billing and service records are released to you that all utility providers have no authority to control the future use of this information. Therefore, we release all utility providers from any and all liability that may arise out of your possession of these records.

We look forward to a continuing relationship with a view to improve our utilities and saving money.

Sincerely,

Harry Venis  
Mayor